

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM332448

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CITIXSYS HOLDINGS, INC.		12/22/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kamal Karmakar		
<b>Street Address:</b>	308, 3rd Floor, EIB 05, Umair Abdullah Craim (street)		
<b>City:</b>	Dubai		
<b>State/Country:</b>	UNITED ARAB EMIRATES		
<b>Postal Code:</b>	73000		
<b>Entity Type:</b>	INDIVIDUAL: INDIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4635314	IVEND RETAIL	
<b>Registration Number:</b>	4635313	IVEND POS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	mymarks2014@gmail.com		
<b>Correspondent Name:</b>	KAMAL KARMAKAR		
<b>Address Line 1:</b>	521 SUMMER WINDS DRIVE SE		
<b>Address Line 4:</b>	RIO RANCHO, NEW MEXICO 87124		
<b>ATTORNEY DOCKET NUMBER:</b>	IVEND RETAIL & POS - 009		
<b>NAME OF SUBMITTER:</b>	KAMAL KARMAKAR		
<b>SIGNATURE:</b>	/KAMAL KARMAKAR/		
<b>DATE SIGNED:</b>	02/18/2015		
<b>Total Attachments: 2</b>			
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source=Assignment Contract - USA - IVEND POS & IVEND RETAIL signed#page2.tif			

OP \$65.00 4635314

## TRADEMARK ASSIGNMENT

This Agreement is by and between CITIXSYS HOLDINGS, INC. ("Assignor") and  
Kamal Karmakar ("Assignee").

WHEREAS, Assignor, is the owner of that certain trademark identified as  
follows: 4635313, 4635314 the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and  
interest in the Trademark.

NOW, the parties agree as follows:

**1. Assignment.** Assignor does hereby irrevocably assign to Assignee all  
rights, title, and interest (including but not limited to, all registration rights with  
respect to the Trademark, all rights to prepare derivative marks, all goodwill and  
all other rights), in and to the Trademark.

**2. Consideration.** In consideration for the assignment set forth in Section  
1, Assignor shall pay Assignee the sum of \$ 1.00, payable on 12/22/2014

**3. Representations and Warranties.** Assignor represents and warrants to  
Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Amendment. This Agreement may be amended only by a writing signed by both parties.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

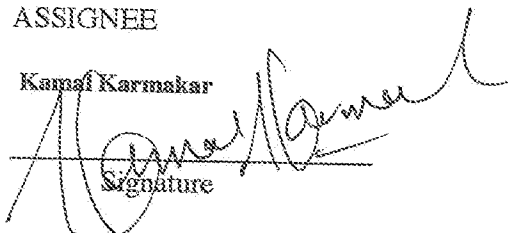
8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of New York.

Date: 12/22/2014

ASSIGNEE

Kamal Karmakar

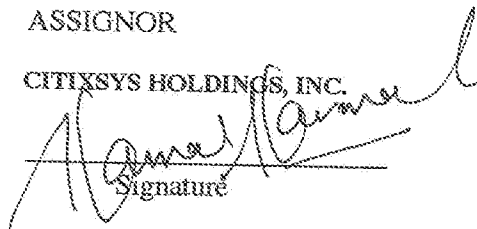
  
Signature

Kamal Karmakar

Printed Name

ASSIGNOR

CITIXSYS HOLDINGS, INC.

  
Signature

CITIXSYS HOLDINGS, INC.

Printed Name